

## INVITATION FOR BID

Missouri Department of Corrections  
P.O. Box 236  
Jefferson City, MO 65102

Bids Must be Received No Later Than:

2:30 p.m. November 19, 2009

For information pertaining to the IFB contact:  
Gary Stoll, Procurement Officer  
Telephone: (573) 526 - 6402  
[gary.stoll@doc.mo.gov](mailto:gary.stoll@doc.mo.gov)

## IFB CN221

Ice Cream and Novelties  
For Resale in Offender Canteens

FOR  
Department of Corrections  
Various Locations per Attachment 1

Contract Period: January 1, 2010 thru December, 31  
2010.

Date of Issue: October 29, 2009  
Page 1 of 20

Services procured by the

Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: KANSAS CITY ICE CREAM CO. INC  
Mailing Address: P.O. Box 240346  
City, State Zip: KANSAS CITY MO. 64124  
Telephone: 816 241-8406  
Email Address: WFOLEY@KC.IR.COM

Authorized Signer's Printed Name and Title Bill FOLEY PRESIDENT

Authorized Signature: Bill Foley Bid Date 11/15/09

### NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: per the attached.

Tom Clement

Contract No. CN221002

12-18-09

Director, Division of Adult Institutions

Date

## Contract CN221002

Kansas City Ice Cream  
PO Box 240346  
Kansas city MO 64124  
contact name: Bill Foley

	Ice Cream Pints Cost Per Case	Ice Cream Pints Case Count	Sherbet Pints Cost Per Case	Sherbet Pints Case Count	Drumsticks Cost Per Case	Drumsticks Case Count	Sandwiches Cost Per Case	Sandwiches Case Count
ACC & JCCC	\$8.80	8	\$8.80	8	\$6.04	24	\$4.64	24
BCC	\$9.28	8	\$9.28	8	\$6.04	24	\$4.64	24
CCC	\$8.96	8	\$8.96	8	\$6.04	24	\$4.24	24
CRCC&WMCC	\$8.26	8	\$8.26	8	\$6.04	24	\$4.64	24
FRDC & CTC	\$8.96	8	\$8.96	8	\$6.04	24	\$4.64	24
MCC	\$9.12	8	\$9.12	8	\$6.04	24	\$4.64	24
MECC	\$9.92	8	\$9.92	8	\$7.04	24	\$6.92	24
NECC	\$8.96	8	\$8.96	8	\$6.24	24	\$4.84	24
TCC	\$9.12	8	\$9.12	8	\$6.04	24	\$4.24	24
WERDCC	\$8.96	8	\$8.96	8	\$6.04	24	\$4.64	24

## **1 INTRODUCTION**

### **1.1 Purpose**

1.1.1 The Missouri Department of Corrections (hereinafter referred to as DOC) is accepting bids to establish contracts for the purchase of ice cream pints and novelties for resale in the offender canteens at twenty-two (22) correctional institutions (see Attachment 1).

1.1.2 ~~Except as noted herein, a separate award will be made for each institution. Institutions that are in close proximity of each other will be evaluated and awarded together.~~

### **1.2 Contact:**

1.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.

1.2.2 Bidders are cautioned not to contact any other employee of the Department of Corrections concerning this procurement during the competitive procurement and evaluation processes. **Inappropriate contacts are grounds for exclusion from this and future bidding opportunities.**

## **2 CONTRACTUAL REQUIREMENTS**

### **2.1 Contract:**

2.1.1 A binding contract shall consist of: (1) the Invitation for Bid (IFB) and any amendments, attachments, and terms and conditions, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the DOC's acceptance of the bid by "notice of award" or "purchase order."

2.1.2 The notice of award does not constitute a directive to proceed. Before providing product, supplies and/or services for the DOC, the contractor must receive a properly authorized purchase order. Purchase orders will be issued by the individual institutions identified in Attachment 1.

2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

### **2.2 Contract Period**

2.2.1 The original contract period shall be as stated on page 1 of the IFB. The contract shall not bind, nor purport to bind, the Department of Corrections for any contractual commitment in excess of the original contract period.

### **2.3 Renewal Periods**

2.3.1 This contract may only be extended upon written amendment agreed upon by both parties. If extended by amendment, all terms and conditions of the original contract, including pricing, shall remain the same.

### **2.4 Payment Terms:**

2.4.1 All payment terms shall be as stated in the terms and conditions of this contract. Unless otherwise addressed in this IFB, or mutually agreed to by the DOC and the contractor, payment terms shall be net 30 days. Invoices shall be sent to:

Attn: Offender Finance Office  
P.O. Box 1609  
Jefferson City MO 65102

Invoices should include the purchase order number and the name of the receiving institution for prompt payment. Payment of invoices not containing this information may be delayed.

- a. The DOC reserves the right to purchase goods using the canteen purchasing card (Visa).

- 2.4.2 Expenditures from general revenue funds are not included in this contract. Canteen funds expended by this contract are not subject to appropriation by the General Assembly.

## **2.5 Insurance:**

- 2.5.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

## **2.6 Subcontractors:**

- 2.6.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the DOC and to ensure that the DOC is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the DOC and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the DOC prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

## **2.7 Contractor Status:**

- 2.7.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

## **2.8 Estimated Quantities**

- 2.8.1 The quantities listed on Attachment 2 are estimates based on historical data. The DOC makes no guarantees of single order quantities or total aggregate order quantities.

- a. Quantities listed are individual units of sale.

## **2.9 Contract Prices:**



- 2.9.1 All prices shall be as stated on the Pricing Page. The DOC shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, etc.

**2.10 Termination:**

- 2.10.1 The DOC reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the DOC pursuant to the contract prior to the effective date of termination.

**3 PERFORMANCE REQUIREMENTS**

**3.1 Specifications:**

- 3.1.1 All items provided under the contract shall conform to all mandatory specifications, terms, conditions and requirement stated herein.

**3.2 Substitutions:**

- 3.2.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the DOC.
- 3.2.2 The DOC reserves the right to allow the contractor to substitute any new items offered by the contractor on all unshipped and future orders if quality is equal to or greater than the item under contract and if price is equal to or less than contract price. The DOC shall be the final authority as to acceptability of the proposed substitution.

**3.3 Delivery Performance:**

- 3.3.1 The contractor shall deliver the items to each ordering institution upon receipt of an authorized order. Delivery shall include unloading shipments at the institution's dock or other designated unloading site as requested by the institution. All orders received on the last day of the contract must be shipped at the contract price.
- a. A Missouri Uniform Law Enforcement System (MULES) background check may be required on the driver before allowing the vehicle to enter the institutions identified on Attachment A. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, the delivery will be refused. If information obtained in the MULES background check prohibits the driver from entering the institution, the delivery will be refused. Additional delivery costs for redelivery or contracting with an alternate carrier will be the responsibility of the contractor.
- 3.3.2 The contractor must coordinate his/her delivery schedule with each institution.
- a. Each institution will determine frequency of delivery based on their needs. If requested by the institution, the contractor must be able to provide weekly delivery service.
- b. Institutions may have specific times that deliveries can be accepted based on security procedures. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for redelivery shall be the responsibility of the contractor.
- 3.3.3 Institutions that are evaluated and awarded together will have separate delivery addresses.

- 3.3.4 Delivery must not be made on official state and/or federal holidays. A list of official state holidays may be found on the State of Missouri website at <http://www.mo.gov/mo/moholidays.htm>

### **3.4 Flavors and Varieties**

- 3.4.1 The contractor must be able to provide all of the required flavors of pints and all required varieties of novelties at all times.

- a. The required flavors of pints shall be chocolate, vanilla, strawberry and orange sherbet.
- b. The required novelties shall be drumsticks and vanilla ice cream sandwiches.

- 3.4.2 Each institution will determine which of the offered flavors will be ordered, and may choose not to order or stock all flavors at one time.

### **3.5 Item Selection**

- 3.5.1 The selection of allowable items to be sold in the offender canteens is decided upon by committee. If at any time during the contract period the committee decides to remove an awarded item(s) from the allowable list, the DOC shall have the right to cancel that item(s). All other specifications, terms and conditions of the contract, including the pricing on all non-affected awarded items shall remain the same.

- a. Full cases of cancelled items will be returned for full credit at no cost to the DOC.

### **3.6 Sales Performance:**

- 3.6.1 The purpose of items selected is to maximize sales potential for the benefit of the offender canteen fund. Therefore, if an item shows an overall trend of a decrease in sales volume, the DOC reserves the right to discontinue that item without penalty.

- a. Full cases of discontinued items will be returned for full credit at no cost to DOC.

### **3.7 Minimum Orders**

- 3.7.1 There shall be no minimum order requirements other than the smallest unit of order for each item.

### **3.8 Packaging:**

- 3.8.1 Pints must be packaged in a round or "scround" paper or plastic cup.
- 3.8.2 Novelties must be standard vending sizes and must be individually wrapped.

### **3.9 Quality**

- 3.9.1 All ice cream must contain a minimum of 10% butterfat.
- 3.9.2 Freshness and quality must be equivalent to that currently delivered to retail outlets.

## **4 BIDDER'S INSTRUCTIONS**

### **4.1 Description of Product:**

- 4.1.1 The bidder should present a detailed description of all items proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all items proposed are adequately described.

## **4.2 Compliance with Terms and Conditions:**

- 4.2.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the DOC's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

## **4.3 Bid Detail Requirements and Deviations**

- 4.3.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product being offered and any deviations from both the mandatory and desirable specifications stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid nonresponsive; any deviation from a desirable specification may be reviewed by the DOC as to its acceptability and impact on competition. A deviation from mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer.

## **4.4 Firm, Fixed Pricing:**

- 4.4.1 The bidder shall submit firm fixed prices on the Pricing Pages for the institutions the bidder chooses to bid.
- a. Institutions that are evaluated and awarded together must have the same pricing.
  - b. All bid prices shall remain valid for 90 days from bid opening date unless otherwise indicated.
  - c. All pricing shall be considered firm for the duration of the contract period.
- 4.4.2 All prices shall include all packing, handling, shipping and freight charges **FOB Destination, Freight Prepaid and Allowed**. The DOC shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB.

## **4.5 Missouri Service-Disabled Business Preference**

- 4.5.1 Any bidder eligible to receive the Missouri service-disabled veteran preference pursuant to section 34.074 RSMo must review and complete Exhibit A, Missouri Service-Disabled Veteran Business Preference and provide the specified documentation in accordance with the instructions provided therein.

## **4.6 Submission of Bids**

- 4.6.1 The DOC maintains a current vendor database; therefore, the bidder should submit a completed Vendor Information Data form (EXHIBIT B) with their bid response. If the bidder has previously submitted a DOC Vendor Information Data form with a revision date of (4-09), EXHIBIT B submission is not needed.

## **4.7 Evaluation and Determination for Award:**

- 4.7.1 Except as noted below, a separate evaluation and award shall be made for each institution. Evaluation will be weighted based on estimated quantities for pints and novelties at each institution.

- a. Western Missouri Correctional Center and Crossroads Correctional Center will be evaluated and awarded together.
  - b. Algoa Correctional Center and Jefferson City Correctional Center will be evaluated and awarded together.
  - c. Fulton Reception and Diagnostic Center and Cremer Therapeutic Center will be evaluated and awarded together.
- 

4.7.2 Award shall be made to the lowest priced responsive bidder for each institution or group.

- a. Only one award will be made for each institution or group.

4.7.3 The DOC reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department of Corrections reserves the right to clarify any and all portions of any bidder's offering.

## Pricing Page

Bidder must state a firm, fixed case price for all products listed for each institution(s) they choose to bid.

Line Item	Institution(s)	A Ice Cream Pints Chocolate, Strawberry and Vanilla	B Orange Sherbet Pints	C Drumsticks	D Vanilla Ice Cream Sandwiches
001	Algoa Correctional Center and Jefferson City Correctional Center	Case cost \$ <u>8.80</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>8.80</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.64</u> Case Count <u>24</u> Brand <u>Wells</u>
002	Booneville Correctional Center	Case cost \$ <u>9.28</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>9.28</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.64</u> Case Count <u>24</u> Brand <u>Wells</u>
003	Chillicothe Correctional Center	Case cost \$ <u>8.96</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>8.96</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.24</u> Case Count <u>24</u> Brand <u>Richs</u>
004	Crossroads Correctional Center and Western Missouri Correctional Center	Case cost \$ <u>8.26</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>8.26</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Well</u>	Case cost \$ <u>4.64</u> Case Count <u>24</u> Brand <u>Well</u>
005	<u>NO BID</u> Eastern Reception Diagnostic & Correctional Center	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____
006	<u>NO BID</u> Farmington Correctional Center	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____
007	Fulton Reception and Diagnostic Center and Cremer Therapeutic Center	Case cost \$ <u>8.96</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>8.96</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.64</u> Case Count <u>24</u> Brand <u>Well</u>



## Pricing Page

Bidder must state a firm, fixed case price for all products listed for each institution(s) they choose to bid.

Line Item	Institution(s)	A Ice Cream Pints Chocolate, Strawberry and Vanilla	B Orange Sherbet Pints	C Drumsticks	D Vanilla Ice Cream Sandwiches
008	Moberly Correctional Center	Case cost \$ <u>9.12</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>9.12</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.64</u> Case Count <u>24</u> Brand <u>Wells</u>
009	Missouri Eastern Correctional Center	Case cost \$ <u>9.92</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>9.92</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>7.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.92</u> Case Count <u>24</u> Brand <u>Wells</u>
010	<u>NO Bid</u> Maryville Treatment Center	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____
011	Northeast Correctional Center	Case cost \$ <u>8.96</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>8.96</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.24</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.84</u> Case Count <u>24</u> Brand <u>Wells</u>
012	<u>NO Bid</u> Ozark Correctional Center	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____
013	<u>NO Bid</u> Potosi Correctional Center	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____
014	<u>NO Bid</u> South Central Correctional Center	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____

## Pricing Page

Bidder must state a firm, fixed case price for all products listed for each institution(s) they choose to bid.

Line Item	Institution(s)	A Ice Cream Pints Chocolate, Strawberry and Vanilla	B Orange Sherbet Pints	C Drumsticks	D Vanilla Ice Cream Sandwiches
015	<i>No Bid.</i> Southeast Correctional Center	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Pints per case _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____	Case cost \$ _____ Case Count _____ Brand _____
016	Tipton Correctional Center	Case cost \$ <u>9.12</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>9.12</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.24</u> Case Count <u>24</u> Brand <u>Wells</u>
017	Woman's Eastern Reception & Diagnostic Correctional Center	Case cost \$ <u>8.96</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>8.96</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.64</u> Case Count <u>24</u> Brand <u>Wells</u>
018	Western Reception Diagnostic & Correctional Center	Case cost \$ <u>9.12</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>9.12</u> Pints per case <u>8</u> Brand <u>Belfonte</u>	Case cost \$ <u>6.04</u> Case Count <u>24</u> Brand <u>Wells</u>	Case cost \$ <u>4.64</u> Case Count <u>24</u> Brand <u>Wells</u>

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: KANSAS CITY ICE CREAM CO. INC.

Authorized Signature: Bill Foley Printed Name: Bill Foley

Date: 11/16/09

Email: W.FOLEY@KC.RR.COM

**EXHIBIT A**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to section 34.074 RSMo, the DOC has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entity, are comparable.

**Definitions:**

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

N/A

\_\_\_\_\_  
 Service-Disabled Veteran's Name  
 (Please Print)

\_\_\_\_\_  
 Service-Disabled Veteran Business Name

\_\_\_\_\_  
 Service-Disabled Veteran's Signature

\_\_\_\_\_  
 Missouri Address of Service-Disabled Veteran Business



STATE OF MISSOURI  
DEPARTMENT OF CORRECTIONS  
**VENDOR INFORMATION DATA**

Purchasing Section  
P.O. Box 236  
Jefferson City, Missouri 65102  
Telephone: (573) 526-3268 Fax: (573) 522-8407

BUSINESS NAME AS FILED WITH THE IRS <b>KANSAS City ICE CREAM CO. INC.</b>			
TAXPAYER ID TYPE <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		TAXPAYER IDENTIFICATION NUMBER OR SSN <b>43-1501760</b>	
		NOT FOR PROFIT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
TAXPAYER MINORITY STATUS See <a href="http://oa.mo.gov/purch/mbewbe.htm">http://oa.mo.gov/purch/mbewbe.htm</a> for more information.			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> Not Applicable		MISSOURI MBE/WBE CERTIFICATION NUMBER	
POST OFFICE BOX <b>P.O. Box 240346</b>		STREET ADDRESS <b>5300 GARDNER STREET</b>	
CITY <b>KANSAS City</b>		STATE <b>MO.</b>	ZIP CODE <b>64120</b>
		COUNTY <b>JACKSON</b>	
TELEPHONE NUMBER <b>8162418406</b>		FAX NUMBER <b>8162315723</b>	E-MAIL ADDRESS FOR NOTIFICATION OF BIDS <b>WFOLEY@KC.IR.COM</b>
PAYMENT INFORMATION (IF DIFFERENT THAN ABOVE)			
BUSINESS NAME <b>JAMB.</b>			
POST OFFICE BOX		STREET ADDRESS	
CITY		STATE	ZIP CODE
CONTACT		TELEPHONE NUMBER	FAX NUMBER
The Office of Administration mandates all vendors to use Automatic Deposit for payment. That form can be found on-line at the following web address: <a href="http://oa.mo.gov/acct/vendor_ach_eftd.pdf">http://oa.mo.gov/acct/vendor_ach_eftd.pdf</a> .			
CHIEF EXECUTIVE OFFICER			
FULL NAME <b>Bill M. Foley</b>			
TITLE <b>President</b>		TELEPHONE NUMBER <b>816 241 8406</b>	EXTENSION <b>N/A.</b>
CONTRACT INTERESTS (X THOSE THAT APPLY)			
<input type="checkbox"/> Banking Services	<input type="checkbox"/> Cable-TV-Satellite	<input checked="" type="checkbox"/> Canteen Resale (Specify Below)	<input type="checkbox"/> Case Management Services
<input type="checkbox"/> Commodity (Specify Below)	<input type="checkbox"/> Crime Victim Impact Services	<input type="checkbox"/> Curriculum Development (Specify Below)	<input type="checkbox"/> Education Services (Specify Below)
<input type="checkbox"/> Electronic Monitoring Services	<input type="checkbox"/> Employment Readiness Services	<input type="checkbox"/> Fee Collection Services	<input type="checkbox"/> Forensic/Lab Services
<input type="checkbox"/> Interactive Voice Recognition Services	<input type="checkbox"/> Janitorial Services	<input type="checkbox"/> Legal Library Services	<input type="checkbox"/> Life Skills Services
<input type="checkbox"/> Medical Services	<input type="checkbox"/> Mental Health Services	<input type="checkbox"/> Parenting Skills Services	<input type="checkbox"/> Pest Control Services
<input type="checkbox"/> Polygram Exam Services	<input type="checkbox"/> Reentry-Community Services	<input type="checkbox"/> Residential/Transitional Services	<input type="checkbox"/> Security System
<input type="checkbox"/> Sex Offender Treatment	<input type="checkbox"/> Substance Abuse Treatment Services	<input type="checkbox"/> Trash Removal Services	<input type="checkbox"/> Vaccinations/TB Testing
<input type="checkbox"/> Vending Services	<input type="checkbox"/> Other (Specify Below)	For service interests, specify the county(ies) you are willing to provide services or indicate statewide:	
OTHER - SPECIFY <b>ICE CREAM/NOVELTIES</b>			
BUSINESS WEBSITE (IF APPLICABLE)			
NOTE: Updates to the MO DOC database will only occur with the completion of the Purchasing Section's receipt of this form. Additions and/or corrections to the Office of Administration Vendor Profile must be made on-line at <a href="https://www.moolb.mo.gov">https://www.moolb.mo.gov</a> .			
SUBMITTED BY <b>Bill Foley</b>			DATE <b>11/15/09</b>



**STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS**

**TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the Missouri Department of Corrections (DOC).
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer or Buyer of Record** means the procurement staff member of the DOC. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DOC to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of DOC.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DOC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOC if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the DOC, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent



- information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DOC in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
  - d. The DOC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
  - e. Some IFBs are available for viewing and downloading on the department's Website.
  - f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

#### 4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DOC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

#### 5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the DOC office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

**6. BID OPENING**

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The DOC will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DOC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

**7. PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

**8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DOC to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DOC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the DOC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DOC to the successful bidder. The DOC reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DOC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DOC maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The DOC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DOC.

**9. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DOC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DOC or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

#### 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DOC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The DOC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The DOC reserves the right to purchase goods and services using the state purchasing card.

#### 11. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

#### 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The DOC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The DOC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

#### 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DOC, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

#### 14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.



- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the DOC of any existing or future right and/or remedy available by law in the event of any claim by the DOC of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the DOC of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the DOC for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the DOC.

## 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DOC may cancel the contract. At its sole discretion, the DOC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DOC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DOC will issue a notice of cancellation terminating the contract immediately.
- c. If the DOC cancels the contract for breach, the DOC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the DOC has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the DOC shall declare a breach and cancel the contract immediately without incurring any penalty.

## 17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

## 18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DOC immediately.
- b. Upon learning of any such actions, the DOC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## 19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the DOC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and

- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DOC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DOC until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

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## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 06-09-08



## AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Bill Foley (Name of Business Entity Authorized Representative) as PRESIDENT (Position/Title) first being duly sworn on my oath, affirm KANSAS CITY ICE CREAM CO. INC. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that KANSAS CITY ICE CREAM CO. INC. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Bill Foley  
Authorized Representative's Signature

Bill FOLEY  
Printed Name

President  
Title

11/16/09  
Date

W FOLEY@KC.ICECREAM.COM  
E-Mail Address

Subscribed and sworn to before me this 16th of November 2009. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jackson, State of  
(NAME OF COUNTY)  
Missouri, and my commission expires on March 05, 2012.  
(NAME OF STATE) (DATE)

Andre Brooks  
Signature of Notary

11/16/09  
Date

**ANDRE BROOKS**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: March 05, 2012  
Commission # 08496669

# Kansas City Ice Cream Company, Inc

P.O. BOX 240346

Kansas City, MO 64124

816-241-8406

NAME Missouri Department of Corrections

IFB CN221

ADDRESS \_\_\_\_\_

DATE TO BE  
DELIVERED

PHONE \_\_\_\_\_

DOZEN	BOXES	ITEM	Cost per dz.	Extended Price
		Additional Ice Cream Items Available		
Price per dozen delivered to each location				
		6 oz. Vanilla Sandwich	\$6.44	
		6 oz. Neapolitan Sandwich	\$6.44	
		6 oz. Double Strawberry Sandwich	\$6.44	
		6 oz. Mississippi Mudd Sandwich	\$6.44	
		3 oz. Strawberry Crunch Bar	\$4.59	
		3 oz. Chocolate Éclair Bar	\$4.59	
		3 oz. Vanilla Crunch Bar	\$4.59	
		The pint flavors available are:		
		Butter Pecan, Chocolate Almond		
		Chocolate, Cookie Dough		
		Cookie n' Cream, Carmel Cone Sundae		
		Vanilla, Strawberry, Orange Sherbet		
Received X			Total	

We Bill Them: ☐ Yes ☐ No

Order Taken By \_\_\_\_\_

Money Collected: ☐ Yes ☐ No ☐ Cash ☐ Check

Equipment  
YES NO

**Please Rush To Addressee**

## Mailing Label

Label 11-B, March 2004

**Post Office To Addressee**

EH 769028078 US

11-17-09A10:40 CFMD



**EXPRESS  
MAIL**

UNITED STATES POSTAL SERVICE®

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
<b>Delivery Date</b>	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

<b>CUSTOMER USE ONLY</b>	
<b>PAYMENT BY ACCOUNT</b> Express Mail Corporate Acct. No. _____  Federal Agency Acct. No. or Postal Service Acct. No. _____	<input type="checkbox"/> <b>WAIVER OF SIGNATURE</b> <i>(Domestic Mail Only)</i> Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>NO DELIVERY</b>            Weekend _____ Holiday _____         </div> <div style="width: 45%;">           Mailer Signature _____         </div> </div>	

TO: (PLEASE PRINT) PHONE ( )

MO. DEPT OF CORRECTIONS  
PURCHASING SECTION  
2729 PLAZA DRIVE  
PO BOX 236  
JEFFERSON CITY MO 65102

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code <b>604120</b>	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage <b>\$ 13.05</b> <b>URSTH</b>
Date Accepted <b>11/16/09</b>	Scheduled Date of Delivery <b>11/13</b>	Return Receipt Fee \$
Mo. Day Year <b>11 16 09</b>	Month Day <b>11 13</b>	COD Fee Insurance Fee \$ \$
Time Accepted <input type="checkbox"/> AM <b>418</b> <input checked="" type="checkbox"/> PM	<input type="checkbox"/> Noon <input checked="" type="checkbox"/> 3 PM	Total Postage & Fees <b>\$ 13.05</b>
Flat Rate <input type="checkbox"/> or Weight <b>4.40</b> lbs. ozs.	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Acceptance Emp. Initials <b>SO</b>
	Int'l Alpha Country Code	

**FROM:** (PLEASE PRINT)

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P.O. BOX 240346  
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Bill Foley

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